ors, the railroad companies. But the United States Supreme Court in considering a Kansas Statute that allowed a reasonable attorney fee to a successful plaintiff in an action against a railriad company for damages from fire caused by operating the railroad upheld the statute as being in the nature of a police regulation. *Atchison, T. & S. F. R. Co.* v. *Matthews,* 174 U. S. 96.

CONSTITUTIONAL LAW — MECHANICS LIEN STATUTE — ALLOWING ATTORNEY'S FEES.—Where plaintiff in recovering a judgment claimed the benefit of a Florida statute which provides that the plaintiff in a suit to enforce a mechanic's or material-man's lien, if successful, shall recover an attorney's fee, regardless of whether or not he recovers the amount sued for, *held,* such statute is unconstitutional as denying to defendants in such suits the equal protection of the laws. *Union Terminal Co.* v. *Turner Constr. Co.,* (C. C. A., 5th Circ.) 247 Fed. 727.

The United States Supreme Court in *Missouri, K. & T. R. Co.* v. *Cade,* 233 U. S. 642, has recently upheld the provision of a Texas statute for the allowance of a reasonable attorney's fee of not over $20 to the successful plaintiff in a suit in which an attorney is actually employed upon a claim not exceeding $200, against any corporation or person, for various sorts of claims, where the recovery is for the full amount claimed, this statute making no classification of debtors and not appearing to have been made for purpose of bearing against any class of citizens. But a classification of debtors may be made if there is some reasonable basis for the classification. Thus attorney's fees have been allowed against railway companies for damages from fire caused by operating the railroad; the provision being in the nature of a police regulation. *Atchison T. & S. Ry. Co.* v. *Matthews,* 174 U. S. 96. In *Seaboard Air Line Ry. Co.* v. *Seegers,* 207 U. S. 73 an attorney's fee was allowed against a railway for the purpose of securing the prompt payment of small claims on the ground that the matter for adjustment is peculiarly one within the knowledge of the carrier which can determine the amount of the loss more accurately and promptly than anyone else. But the amount recovered must be the amount claimed. *St. Louis; I. M. & S. Ry. Co.* v. *Wynne,* 224 U. S. 354; *Seaboard Air Line R. Co.* v. *Seegers* (*supra*). It has been held to the contrary. *Mobile & Ohio R. Co.* v. *Brandon,* 98 Miss. 461. A state statute allowing attorney's fees against insurance companies which fail to make prompt payment of claims has been upheld. *Pacific Mutual Life Ins. Co.* v. *Carter,* 92 Ark. 378. In several jurisdictions the courts have *held* invalid statutes allowing attorney's fees to successful plaintiffs in suits to foreclose mechanics' liens. *Randolph* v. *Builders & Painters Supply Co.,* 106 Ala. 501; *Mannix* v. *Tryon,* 152 Cal. 31; *Davidson* v. *Jennings,* 27 Colo. 187; *Atkinson* v. *Woodmansee,* 68 Kan. 71; *Brubaker* v. *Bennett,* 19 Utah 401. On the contrary such provisions have been held valid in *Gray* v. *New Mexico P. Stone Co.,* 15 N. M. 478; *Title Guarantee Co.* v. *Wrenn,* 35 Or. 62; and in numerous other jurisdictions. The question has not come up directly before the Supreme Court of the United States, nor has it been passed upon in any other Federal Court. The Court

in the instant case *held* the statute invalid in that it allowed an attorney's fee though the claim asserted is an excessive one and on this ground it seems that such is the proper holding and that the decision is in accordance with the views so far expressed by the United States Supreme Court on the subject. *St. Louis, I. M. & S. Ry. Co.* v. *Wynne* (*supra*); *Seaboard Air Line Co.* v. *Seegers* (*supra*).

CONTRACTS—EXISTING LEGAL OBLIGATION AS CONSIDERATION.—Defendant had leased premises for a term of five years, beginning 1912, at the rate of $134 per month. In 1914 "he found it difficult to pay his rent and was often in arrears." Consequently plaintiff, the lessor, "agreed to 'cut the rent' to $75 per month" and accepted this amount monthly for a year. He then insisted on the original $134 but finally agreed to accept $100 per month. The lease having been terminated, the lessor now sues to recover the difference between the monthly sums of $75 and, later, $100 actually paid, and the stipulated $134. *Held,* plaintiff could not recover. *Brackett & Co.* v. *Lofgren,* Minn. (1918), 167 N. W. 274.

This case involved again the struggle between precedent and practicality in respect to consideration. Doing what one is already legally bound to do is not accepted by courts generally as consideration for a promise. The court, in the principal case, cites "a long line of cases * * * holding that payment by the debtor and receipt by the creditor of a part of a liquidated demand is not a satisfaction of the whole although the creditor agrees to accept it as such." While the courts persistently repeat this rule, they as consistently criticize it and avoid its application wherever possible. See 14 MICH. L. REV. 480; 16 ID. 180, and authorities cited in the principal case. The rule applies to cases in which the obligation is a debt already owing, *Bunge* v. *Koop,* 48 N. Y. 225; *Leeson* v. *Anderson,* 99 Mich. 247; and to those where the obligation is the duty to perform some act, *Foxworthy* v. *Adams,* 136 Ky. 403; *Schriner* v. *Craft,* 166 Ala. 446. But the principal case holds that it does not apply when the new promise itself, as well as the existing obligation, has been performed; that is to say, when the new agreement has been executed on both sides. To utilize this exception the court must have treated the agreement of 1914 as a new contract to lease the property for $75, in substitution for the original lease. There is nothing to indicate that the parties intended more than the simple agreement to accept $75 in lieu of $134 due,—except the desire of the court to avoid the rule. There is exact precedent cited, however. Compare, *Hastings* v. *Lovejoy,* 140 Mass. 261.

CONTRACTS — PROMISE TO CONTINUE SALARY OF EMPLOYEE ENLISTING IN SERVICE.—Defendant District Council issued a circular to teachers in its service stating that "the Authority * * * decided to pay the salaries of those teachers who are serving or who may volunteer for service with H. M. Forces during the war in accordance with the following resolution, namely:—'That all persons in the employ of the Authority who have been or may be called out for active service during the present war be granted